<u>REMARKS</u>

Claims 1-27 are pending in the application. For the reasons discussed below, applicants submit that the application is in condition for allowance. Action to that end is requested.

<u>Objections to the Drawings</u>

The Office Action mailed June 29, 2007, asserted that the drawings failed to comply with 37 C.F.R. § 1.84(p)(4) because reference characters "162," "180," "200," "208," "222," "228," "234," "238," "258," and "290" have been used in the figures to designate screen displays, and that reference characters "170" and "184" have both been used to designate links. (Office Action, page 2.)

As noted in applicants' prior response, different reference characters have been used in the present application to designate *different examples of Web-based screens displayed on a computer.* Each screen display illustrates a different step in the insurance application and approval process. The specification describes the screens as follows: "Computer program instructions stored and executed by one or more of the servers in the insurance provider system 100 implement the invention and produce, in this example, the screen displays depicted in FIGURES 3-14." (Application, page 10, lines 4-6.) Further, the Brief Description of the Drawings section of the present application refers to FIGURES 3-14 as each providing a "depiction of a Web page . . . " (Application, pages 5-6). The different Web screen displays illustrated in FIGURES 3-14 are properly designated using different reference characters and the reference characters used in the drawings are consistent with the corresponding description provided in the specification. Withdrawal of the objection to reference characters "162," "180," "200," "208," "222," "228," "234," "238," "258," and "290" is requested.

Similarly, reference characters 170 and 184 are used to designate *different Web page links* on different Web pages illustrated by FIGURES 3 and 4 respectively. Reference character 170 refers to the link labeled "Additional Term Rider?" (FIGURE 3). This link allows the client to indicate an additional rider for term insurance (Application, page 11, lines 6-7).

SACO21711AM1.DOC

Reference character 184 refers to the link labeled "Additional Term Rider" (FIGURE 4), which provides the client, who has requested an additional term rider by clicking on the link 170, with an opportunity to review and/or modify the selection of the additional rider (Application, page 11, lines 18-20). Where the drawings depict different links shown having different labels, applicants submit it is proper to use different reference characters to identify the links. Withdrawal of the objection to reference characters "170" and "184" is requested.

In the present application, reference characters "102," "104," and "106" all refer to customer devices. Examples of customer devices are identified in the specification as a "computer system," a "PDA," and a "wireless telephone." (See Application, page 7, lines 6-7). Accordingly, applicants have amended FIGURE 1 to further label each of the customer devices.

Reference character "136" refers to an optional hardware screen display that forms part of the application processing server 114, shown in FIGURE 2 and described in the specification at page 9, line 2. Accordingly, FIGURE 2 has been amended to further identify the display 136 as "Optional Display."

In view of the foregoing, applicants request withdrawal of the objection to the drawings.

Claim Rejections Under 35 U.S.C. § 102

The Office Action mailed June 29, 2007, rejected Claims 1-2 and 4-8 under 35 U.S.C. § 102(e) as being anticipated by Hanby et al. (Office Action, page 4) (hereinafter "Hanby"). Applicants have carefully considered the cited reference and the comments provided in the Office Action, and respectfully traverse the claim rejections.

Patentability of Claims 1-2 Over Hanby

With respect to Claim 1, the Office Action asserted that Hanby teaches a method for online processing of a life insurance application, comprising:

a. Receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual (Hanby: Col. 3, lines 62-63; Col. 4, lines 65-67).

b.   Generating an illustration that provides details of a proposed life insurance policy that may be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby: Col. 4, lines 1-2).

c.   Obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy in accordance with parameters of the life insurance application (Hanby: Col. 4, lines 1-3; Col. 4, lines 3-18; Figure 6A, 222).

d.   Receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy (Hanby: Figure 6B, 235, 20, and 236; Col. 7, lines 29-31).

Applicants respectfully disagree. At a minimum, Hanby does not teach the element of "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as recited in Claim 1.

The Office Action relied upon a disclosure in Hanby indicating that "[t]he soldcase process 202 also determines whether an approval letter has been requested in step 235 and generates the approval letter 20, if it has been requested," referring to Figure 6B of Hanby. See Col. 7, lines 29-32, of Hanby. However, the approval letter 20 as taught by Hanby does not constitute "a certification [received] via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as claimed. The letter 20 is merely correspondence from the insurance company 2 indicating approval of the coverage, and is provided only if the client 14 has requested it. See Col. 4, lines 13-15 of Hanby.

In contrast, as noted in the present application, it can be very important to an insurance company to receive a certification confirming whether a generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy to ensure the insurance company is complying with appropriate insurance regulations. See page 15, line 29, to page 16, line 3, of the present application as filed.

Applicants respectfully point out the difference between an approval letter sent to the applicant as disclosed in Hanby and the electronic "certification" recited in Claim 1. The certification in Claim 1 provides confirmation or proof that a certain event occurred, namely, that an illustration of the insurance policy was delivered to the applicant at the time of commitment for purchase. Nowhere does Hanby teach receiving a certification that confirms whether an illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy, as claimed in Claim 1.

Because Hanby fails to teach all the limitations of Claim 1, Claim 1 is patentable over Hanby. While Hele was not cited with respect to Claim 1, applicants have confirmed that the teachings discussed above which are missing in Hanby are not found in Hele. Applicants respectfully request withdrawal of the rejection of Claim 1 and allowance of the same.

Claims 2 and 4-8 are patentable over Hanby for both their dependence on Claim 1 and for the additional subject matter they recite. For example, Claims 2 and 4-8 further define aspects relating to the "certification" (of delivery of an illustration) as recited in Claim 1. In contrast, Hanby does not teach such a certification, nor does Hele.

Claim Rejections Under 35 U.S.C. § 103

Claims 3, 9-18, and 20-27 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hanby in view of Hele et al. (Office Action, page 6) (hereinafter "Hele"). Claim 19 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Hanby (Office Action, page 14). Applicants have considered both of the cited references and the comments provided in the Office Action, and respectfully traverse the claim rejections.

SACO\21711AM1.DOC

<u>Patentability of Claims 3 and 9 Over Hanby and Hele</u>

Claims 3 and 9 depend from Claim 1. Accordingly, Claims 3 and 9 are patentable over Hanby for the reasons discussed above. Moreover, even if the disclosure of Hele is combined with Hanby, the combination does not overcome the lack of disclosure of "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as recited in Claim 1. Accordingly, Claims 3 and 9 are allowable over Hanby and Hele.

As to Claim 9, applicants also refer the Examiner to the arguments for patentability of Claim 10, discussed below.

<u>Patentability of Claims 10-14 Over Hanby and Hele</u>

In regard to independent Claim 10, the Office Action alleged that a combination of the disclosures of Hanby and Hele teaches:

     a.   Receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual (Hanby: Col. 3, lines 62-63; Col. 4, lines 65-67).

     b.   Receiving information via an electronic data communications link from a third party that confirms the identification of the individual to be insured (Hele: paragraphs [0012] and [0015]).

     c.   Obtaining a commitment for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby: Col. 4, lines 1-3).

     d.   Issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance

that is extended to the individual pending issuance of the purchased insurance policy (Hele: paragraph [0014]).

The Office Action conceded that Hanby fails to teach "(d) Issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy." The Office Action instead relied on the disclosure of Hele as disclosing this element, citing paragraph [0014] of Hele. This reliance is misplaced. Paragraph [0014] of Hele merely states that "[t]he method can also include selling temporary insurance over the Internet, e.g., prior to producing a policy contract." Under even the broadest permissible interpretation, this disclosure does not teach a process of "issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy," as claimed. Further inspection of Hele, e.g., at paragraph [0152] demonstrates that this feature of Claim 10 is nowhere taught by Hele.

Furthermore, the Office Action presents a logical discontinuity with respect to Claims 11-13. The Office Action specifically conceded that "Hanby does not teach (b) Receiving information via an electronic data communications link from a third party that confirms the identification of the individual to be insured." Yet, in rejecting Claims 11-13, the Office Action reversed course and alleged that Hanby teaches:

- in which the third party is a trusted person having a capacity to confirm the identification of the individual (Claim 11);

- in which the trusted person is an agent of the insurance provider (Claim 12); and

- in which the third party confirms the identification of the individual by accessing an electronic database and verifies the identification of the individual based on information in the electronic database (Claim 13).

Where in fact Hanby does not teach receiving information from a third party confirming the identification of the individual to be insured, Hanby also does not teach the subject matter of Claims 11-13 which further defines the third party confirmation. For its part, Hele also does not supply the missing teachings.

There is a similar discontinuity in the Office Action with respect to Claim 14. As noted above with respect to Claim 10, the Office Action conceded that "Hanby does not teach . . . (d) Issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy." In view of this, it follows that Hanby cannot be considered as teaching an element "in which the personalized temporary insurance certificate includes information identifying the individual, information identifying the insurance policy to be issued to the individual, and the amount of insurance coverage provided by the temporary life insurance agreement," as recited in Claim 14. Notably, the Office Action rejected Claim 14 without citation to any particular passage of Hanby. Applicants submit that Claim 14 is not taught by Hanby and Hele.

Because Hanby and Hele fail to teach all limitations of Claim 10, applicants respectfully request withdrawal of the rejection of Claim 10 and allowance of the same. Claims 11-14 ultimately depend from Claim 10 and are allowable, both for their dependence on Claim 10 and for the additional subject matter they recite.

Patentability of Claims 15-18 and 20 Over Hanby and Hele

In regard to independent Claim 15, the Office Action asserted that a combination of Hanby and Hele teaches a method for online processing of a life insurance application, comprising:

    a.   Receiving information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual (Hanby: Col. 3, lines 62-63; Col. 4, lines 65-67).

    b.   Obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby: Col. 4, lines 1-3).

    c.   Receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy (Hele: paragraph [0063]).

The Office Action conceded that Hanby fails to teach the element of "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy." The Office Action instead relied on Hele for its disclosure of collecting "[i]nformation about user risk . . . from the user and any other sources of risk assessment." See Hele at paragraph [0063].

Applicants respectfully disagree. The disclosure of Hele at paragraph [0063] does not teach "receiving an authorization via an electronic data communications link that authorizes

immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy." Paragraph [0063] also fails to teach "in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy." Applicants have further considered the remaining disclosure of Hele and submit that these features are not taught by Hele.

In particular, Hele is concerned with assessing risk *before* providing the user a quote (see paragraph [0064]), so any "authorization" that Hele obtains is not "received in connection with obtaining [a] commitment for purchase of the life insurance policy," as claimed. According to Hele, no insurance policy has yet been selected, nor has there been any opportunity for the user to commit to purchase. Accordingly, Hele does not teach "the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy."

To further emphasize this latter point, applicants have amended Claim 15 to further define the feature in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy. Claim 15 now recites that "if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled." See page 18, lines 4-6 of the application as filed. See also, for example, the method of obtaining a client's authorization for collection of his or her medical history, as depicted in FIGURE 14 and described at page 17, lines 14-27 of the present application.

Because Hanby and Hele fail to teach all the limitations of Claim 15, Claim 15 should be allowed. Applicants request that the claim rejection be withdrawn. Furthermore, Claims 16-18 and 20 ultimately depend from independent Claim 15. For at least the above-mentioned reasons, they should also be allowed.

Additionally, Claims 16-18 and 20 should be allowed for the additional subject matter they recite, which also is not shown in Hanby or Hele. As with Claims 11-14 above, there is a logical discontinuity in the Office Action with respect to Claim 16-18. Despite the fact that

Hanby fails to teach the element of "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy," the Office Action rejected Claims 16-18 based on Hanby alleging that Hanby discloses:

- in which the authorization is received as a result of an agent of the insurance provider receiving authorization from the life insurance applicant and submitting the life insurance application to the insurance provider via an electronic data communications link (Claim 16);

- in which the authorization is received as a result of the life insurance applicant initiating an electronic submission that acknowledges the authorization (Claim 17); and

- in which the authorization is received prior to obtaining the commitment for purchase of the life insurance policy (Claim 18).

Where Hanby does not teach receiving an authorization for immediate collection of medical history information from one or more third parties, Hanby also does not teach the particulars of Claims 16-18, which relate to the receipt of authorization.

As to Claim 20, applicants refer to the discussion above with respect to Claim 10. The subject matter of Claim 20 is not taught by Hele at paragraph [0014] or elsewhere.

Patentability of Claims 21-27 Over Hanby and Hele

As per independent Claim 21, the Office Action asserted that a combination of Hanby and Hele teaches a computer system for online processing of a life insurance application, comprising an application processing server in a distributed computing environment in electronic communication with a life insurance applicant, wherein the application processing server is configured with computer-implemented instructions to receive a life insurance application via an

electronic data communications link (Hanby: Col. 3, lines 60-67), the life insurance application identifying an individual to be insured and describing the insurability of the individual (Hanby: Col. 3, lines 62-63), and further to obtain a commitment for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-18; Figure 6A, 222), the application processing server issuing via the electronic data communications link (Hele: paragraph [0058]) a temporary insurance certificate that is personalized for the individual according to the life insurance policy and accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy (Hele: paragraph [0014]).

Applicants respectfully disagree. Specifically, Hanby (as conceded in the Office Action) and Hele fail to teach the "the application processing server issuing via the electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy and accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy."

As noted above with respect to Claim 10, paragraph [0014] of Hele merely states that "[t]he method can also include selling temporary insurance over the Internet, e.g., prior to producing a policy contract." Under even a broad interpretation, this disclosure does not teach an "application processing server issuing via the electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy and accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy," as claimed in Claim 21. Further inspection of Hele, for example at paragraph [0152], demonstrates that this feature of Claim 21 is not taught by Hele.

Because Hanby and Hele fail to teach all the limitations of Claim 21, Claim 21 should be allowed. Applicants respectfully request withdrawal of the rejection of Claim 21.

Claims 22-27 ultimately depend from independent Claim 21 and should be allowed for their dependence on an allowable base claim. Additionally, Claims 22-27 should be allowed for the additional subject matter they recite, notwithstanding the citations to Hanby set forth in the Office Action, namely:

- Claim 22: Col. 5, lines 1-14, which does not teach the element "in which the application processing server is further configured to receive information via an electronic data communications link from an agent of the insurance provider confirming that the identification of the individual to be insured has been verified";

- Claim 23: Col. 5, lines 1-14, which does not teach the element "in which the application processing server is further configured to automatically confirm identification information of the individual to be insured by requesting verification from a third party based on an external electronic database maintained by the third party";

- Claim 24: Col. 4, lines 1-2; Col. 9, lines 4-5; and Col. 9, lines 5-10, which do not teach the element "in which the application processing server is further configured to generate an illustration providing details of a proposed life insurance policy that may be issued by the insurance provider in accordance with parameters of the life insurance application, and receive a certification via an electronic data communications link confirming whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy";

- Claim 25: Claim 1C; Col. 6, lines 12-22; and Col. 5, lines 40-65, which do not teach the element "in which the personalized temporary insurance certificate

includes information identifying the individual to be insured, information identifying the insurance policy to be issued to the individual, and the amount of insurance coverage provided by the temporary life insurance agreement";

- Claim 26: Col. 7, lines 53-56; Col. 8, lines 5-11; and Col. 4, lines 65-67, which do not teach the element "in which the application server is further configured to receive an authorization via an electronic data communications link that authorizes the insurance provider to immediately begin collecting medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy"; and

- Claim 27: Col. 7, lines 53-56; Col. 8, lines 5-11; and Col 4, lines 1-3, which do not teach the element "in which the application processing server receives the authorization in connection with obtaining the commitment for purchase of the life insurance policy."
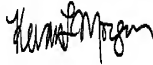
Patentability of Claim 19 Over Hanby

The Office Action rejected Claim 19 as being unpatentable over Hanby. The Office Action conceded that Hanby does not show the method where the authorization is received after obtaining the commitment for purchase of the life insurance policy. Applicants again disagree that this constitutes mere "shifting the timeframe" as a matter of design choice. Nevertheless, because Claim 19 depends from independent Claim 15, which is believed patentable over Handy, Claim 19 should also be allowed.

CONCLUSION

In view of the foregoing remarks, applicants submit that the claims are patentable over the cited art. Allowance of the application at an early date is requested. Should any issues remain needing resolution prior to allowance, the Examiner is invited to contact the undersigned counsel by telephone.

Respectfully submitted,

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

Kevan L. Morgan
Registration No. 42,015
Direct Dial No. 206.695.1712

KLM:jvb/jmb

SAC0\21711AM1.DOC